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December 5, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENT WITH USC CARE MEDICAL GROUP, INC.,  
AND USC UNIVERSITY HOSPITAL, INC., DOING BUSINESS AS USC  
UNIVERSITY HOSPITAL FOR THE PROVISION OF LITHOTRIPSY OR  
PERCUTANEOUS NEPHROSTOLITHOTOMY SERVICES  
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign Amendment No. 1 to County Agreement No. H-207954 with USC Care Medical Group, Inc. and USC University Hospital, Inc., doing business as (dba) USC University Hospital, (Exhibit I), for the provision of lithotripsy and percutaneous nephrostolithotomy services at all County hospitals, effective January 1, 2007 through December 31, 2009, at a total maximum County obligation of \$1,954,000.
2. Delegate authority to the Director of Health Services, or his designee, to approve a Cost of Living Adjustment (COLA) as determined by the COLA provisions provided annually by the Chief Administrative Office.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

Board approval of the recommended action will amend an existing agreement with USC Care Medical Group, Inc. and USC University Hospital, Inc., dba USC University Hospital (USC University Hospital) for the provision of lithotripsy and percutaneous nephrostolithotomy services at the Department of Health Services (DHS) hospitals.

This amendment is being made to bring this contract in line with the standard COLA provisions.

**FISCAL IMPACT/FINANCING:**

The maximum County obligation for the Agreement with USC University Hospital is \$316,500 for FY 2006-07, \$643,000 for FY 2007-08, \$658,000 for FY 2008-09, and \$336,500 for FY 2009-10, for a total contractual obligation of \$1,954,000.

Funding is included in the FY 2006-07 Final Budget and will be requested in future fiscal years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

A Request for Proposals (RFP) was completed in 1997. On May 20, 1997, the Board approved Agreement No. H-208473 with Good Samaritan Hospital to provide lithotripsy services and an agreement with USC University Hospital to provide percutaneous nephrostolithotomy services.

On August 19, 1997, after several months of negotiations with USC University Hospital, DHS was notified that they would be unable to provide the percutaneous nephrostolithotomy services. These services were a necessary part of the program for DHS, however, USC University Hospital elected not to sign the agreement.

On February 10, 1998, the Board approved an amendment to the existing Agreement with Good Samaritan Hospital to provide percutaneous nephrostolithotomy services.

On August 22, 2002, Good Samaritan Hospital informed DHS that the existing contractual arrangements were unacceptable and requested a substantial increase to the contractual rates. Good Samaritan also advised DHS that without a rate increase they could no longer continue to provide the current services and a 60-day termination notice was issued effective December 31, 2002.

Consequently, DHS offered similar contractual arrangements to three of the other proposers who responded to the RFP in 1997. The only responding proposer was USC University Hospital.

The lithotripsy and percutaneous nephrostolithotomy services that are provided by USC University Hospital provide for the removal of kidney and bladder stones. These are critical, cost-effective treatment services and patients may be referred for these services from all County hospitals.

The administration of each County hospital covered under the Agreement will continue to monitor the contractor's performance and to assure compliance with the terms and conditions of the agreement.

County Counsel has approved Exhibit I as to form.

Attachment A provides additional information.

CONTRACTING PROCESS:

In April 1997, the Department completed an open competitive solicitation process to select providers for the delivery of lithotripsy and percutaneous nephrostolithotomy services. Bidders could submit bids for either lithotripsy or percutaneous nephrostolithotomy services, or both services. Bids were received from Good Samaritan Hospital, St. Joseph Hospital, USC University Hospital, and UCLA Medical Group. On May 20, 1997, the Department offered agreements to USC University Hospital and Good Samaritan Hospital. Only Good Samaritan agreed to sign an agreement. DHS was unable to reach agreement with USC University Hospital at that time.

In December 2002, Good Samaritan Hospital terminated their services with DHS due to a dispute over a rate increase. In January 2003, DHS entered into a new agreement with USC University Hospital.

The Honorable Board of Supervisors  
December 5, 2006  
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The Department will conduct a review to determine if there may be other potential providers of lithotripsy and percutaneous nephrostolithotomy services. If appropriate, the Department will develop a qualification solicitation.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the amendment with USC University Hospital will ensure the continued and uninterrupted provision of lithotripsy and percutaneous nephrostolithotomy services.

When approved, this Department requires three signed copies of the Boards action.

Respectfully submitted,



Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

BAC:ev  
Lithotripsy Svcs Amendment No. 1.ev.wpd

Attachment

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

SUMMARY OF AGREEMENT1. TYPE OF SERVICES:

Lithotripsy and percutaneous nephrostolithotomy services for the removal of kidney and bladder stones. Patients may be referred from all County hospitals.

2. AGENCIES ADDRESSES AND CONTACT PERSONS:

USC Care Medical Group, Inc.  
1510 San Pablo Street, Suite 649  
Los Angeles, California 90033  
Attention: Jefferey L. Huffman, M.D., President & CEO  
Telephone: (323) 442-5955

USC University Hospital, Inc.  
1500 San Pablo Street  
Los Angeles, California 90033  
Attention: Paul Viviano, CEO  
Telephone: (323) 442-8656

3. TERM:

January 1, 2007 through December 31, 2009.

4. FINANCIAL INFORMATION:

<u>Facility</u>	<u>Period of 01/01/07- 06/30/07</u>	<u>Period of 07/01/07- 06/30/08</u>	<u>Period of 07/01/08- 06/30/09</u>	<u>Period of 07/01/09- 12/31/09</u>	<u>TOTAL</u>
LAC+USC	\$137,500	\$275,000	\$275,000	\$137,500	\$ 825,000
Harbor	105,000	220,000	235,000	125,000	685,000
King	42,000	84,000	84,000	42,000	252,000
OVMC	12,500	25,000	25,000	12,500	75,000
Rancho	5,500	11,000	11,000	5,500	33,000
HDH	<u>14,000</u>	<u>28,000</u>	<u>28,000</u>	<u>14,000</u>	<u>84,000</u>
TOTAL	\$316,500	\$643,000	\$658,000	\$336,500	\$1,954,000

5. PRIMARY GEOGRAPHIC TO BE SERVED:

Countywide.

6. ACCOUNTABLE FOR MONITORING AND EVALUATION:

Chief Executive Officer at each County hospital.

7. APPROVALS:

LAC+USC Medical Center:	Pete Delgado, Chief Executive Officer
Harbor -UCLA Medical Center:	Tecla Mickoseff, Chief Executive Officer
King/Drew-UCLA Medical Center:	Anthony Gray, Chief Financial Officer
Olive View-UCLA Medical Center:	Melinda Anderson, Chief Executive Officer
Rancho Los Amigos National Rehabilitation Center:	Valerie Orange, Chief Executive Officer
High Desert Health Systems:	Beryl Broooks, Chief Executive Officer
Contract and Grants Division:	Cara O'Neill, Chief
County Counsel (approval as to form):	Eva Vera, Senior Deputy County Counsel

EXHIBIT I

Contract No. H-207954-1

LITHOTRIPSY OR PERCUTANEOUS NEPHOROSTOLITHOTOMY  
SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_, 2007,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

USC CARE MEDICAL GROUP, INC.,

and

USC UNIVERSITY HOSPITAL, INC.,  
dba USC UNIVERSITY HOSPITAL  
(hereafter "Contractor").

WHEREAS reference is made to that certain document entitled  
"LITHOTRIPSY AND PERCUTANEOUS NEPHOROSTOLITHOTOMY SERVICES  
AGREEMENT", dated December 17, 2002, and further identified as  
County Agreement No. H-207954, between the County and USC Medical  
Group, Inc., and USC University Hospital, Inc., dba USC  
University Hospital ("Contractor"); and

WHEREAS, it is the intent of the parties hereto to amend  
Agreement to provide for the changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in  
the form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall become effective on January 1, 2007 and shall remain in full force and effect to, and including December 31, 2009, subject to County funding.
2. Paragraph 1, TERM, Subparagraph F shall be added to the Agreement as follows:

"1. TERM: F. This Agreement shall commenced on January 1, 2003 and remains in full force and effect to, and including, December 31, 2009, subject to the availability of County funding. All provisions of the Agreement in effect on the date the extension commences shall remain in effect for the duration of the extension.

Compensation for work performed during the extension period shall be reimbursed on a monthly basis where applicable, and prorated on a daily basis for the time period of less than a month.
3. Paragraph 6, PAYMENT AND BILLING, shall be revised as follows:

"6. PAYMENT AND BILLING: County shall reimburse Contractor for the services rendered pursuant to this Agreement in accordance with Paragraph 68, "COMPENSATION/BILLING AND PAYMENT", and the billing and payment procedures described in Exhibits "A-1" and "B-1", attached hereto and incorporated herein by reference.
4. Paragraph 26, PROHIBITION AGAINST ASSIGNMENT AND

DELEGATION:, shall be revised in the Agreement as follows:

"26. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

- A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Amendment, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this

Agreement.

- C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."

5. Paragraph 45, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as follows:

"45. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.



As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provision of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall Implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notice of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

6. Paragraph 46, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be revised as follows:

"46 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 45 "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract.

Without limiting the rights and remedies available to County under any other provision of this contract,

failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph 27B, "TERMINATION FOR CONTRACTOR'S DEFAULT" and pursue debarment of Contractor pursuant to County Code Chapter 2.202."

7. Paragraph 49, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised as follows:

"49. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed 3 years, and terminate this agreement or all existing contracts the

Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicated a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that the Contract may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board

shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor shall be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after

debarment was imposed; or (4) any other reason that is the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. These terms shall also apply to [subcontractors/ sub-consultants] of County Contractors.

8. Paragraph 57, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1966, shall be revised as follows:
- "57.CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"): Under this Agreement, Contractor (also

known herein as "Business Associate") provides services ("Services") to County (also known herein as "Covered Entity") in which Business Associate receives, has access to, or creates, Protected Health Information and/or Electronic Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 (together, the "Privacy and Security Regulations"). Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Privacy and Security Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such an contract is not in place.

Therefore, the parties agree to the following:

A. DEFINITIONS:

(1) "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer,

provision of access to, or divulging in any other manner Protected Health Information which is outside of Business Associate's internal operations or to other than its employees.

(2) "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Further, Electronic Media means: (a) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (b) Transmission media used to exchange information already in electronic storage media. Transmission media includes, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile ("FAX"), and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "electronic media" draws no distinction between internal and external data, at rest (that is, in storage), as well as, during transmission.

(3) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Further, Electronic Protected Health Information means protected health information that is: (a) transmitted by electronic media, and (b) maintained in electronic media.

(4) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(5) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (a) relates to the past, present, or future, physical or mental health, or condition of an Individual; the provision of health care to an Individual, or the past, present, or future, payment for the provision of health care to an Individual; (b) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (c) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business



Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(6) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court ordered warrants; subpoenas or summons issued by a court, a grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(7) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business

Associate to constitute an actual threat to the Information System.

(8) "Services" has the same meaning as used in the body of this Agreement.

(9) "Use" or "Uses" means, with respect to Protected Health Information, the analysis, application, employment, examination, sharing, or utilization of such information within Business Associate's internal operations.

(10) Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

B. OBLIGATIONS OF BUSINESS ASSOCIATE:

(1) Permitted Uses and Disclosures of Protected Health Information: Business Associate:

a. Shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in this Paragraph's Sections, B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph, D.(3), and Subparagraph, E.(2) of this Agreement;

b. Shall Disclose Protected Health Information to Covered Entity upon request;

c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

1) Use Protected Health Information; and

2) Disclose Protected Health Information if the Disclosure is Required By Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health

Information: Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

b. Effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

(3) Reporting Non-Permitted Use or Disclosure and Security Incidents: Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its officers, employees, agents, representatives, or subcontractors, but is not

specifically permitted by this Agreement, as well as, effective April 20, 2005, each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to Covered Entity's Departmental Privacy Officer at 1-(800) 711-5366 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use, Disclosure, or Security Incident to the Covered Entity's Chief Privacy Officer, at: Chief Privacy Officer; Kenneth Hahn Hall of Administration; 500 West Temple Street, Suite 525; Los Angeles, California 90012.

(4) Mitigation of Harmful Effect: Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

(5) Availability of Internal Practices, Books and Records to Government Agencies: Business Associate agrees to make its internal practices, books, and records, relating to the Use and Disclosure of Protected Health Information, available to the Secretary of the federal

Department of Health and Human Services ("DHHS") for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(6) Access to Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information, specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

(7) Amendment of Protected Health Information: Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45

C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity.

Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(8) Accounting of Disclosures: Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its officers, employees, agents, representatives, or subcontractors. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Subparagraph B.(8) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph B.(8), Business Associate shall document the information

specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Subparagraph B.(8) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

C. OBLIGATION OF COVERED ENTITY: Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION:

(1) Term: The term of this Paragraph, shall be the same as the term of this Agreement. Business Associate's obligations under this Paragraph's subparagraph(s) B.(1) (as modified by Subparagraph D.(2)), B.(3), B.(4), B.(5), B.(6), B.(7), B.(8), Subparagraph D.(3) and Subparagraph E.(2) shall all survive the termination or expiration of this Agreement.

(2) Termination for Cause: In addition to and

notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

b. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary of the federal DHHS.

(3) Disposition of Protected Health Information Upon Termination or Expiration:

a. Except as provided in Sub-subparagraph b. of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created, or received, by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of agents,



representatives, or subcontractors, of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement, to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS:

(1) No Third Party Beneficiaries: Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Agents, Representatives, and/or Subcontractors: Business Associate shall require each of its agents, representatives, and/or subcontractors, that receive Protected Health Information from Business Associate, or create Protected Health Information for

Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent, representative, and/or subcontractor to comply with all the terms of this Paragraph.

(3) Relationship to Services Agreement Provisions: In the event that a provision of this Paragraph is contrary to another provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

(4) Regulatory References: A reference in this Paragraph to a section in the Privacy and Security Regulations means the section as currently in effect, or may hereafter be amended.

(5) Interpretation: Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Regulations.

(6) Amendment: The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

9. Paragraph 68 COMPENSATION/BILLING AND PAYMENT, shall be revised as follows:

"68. COMPENSATION/BILLING AND PAYMENT County shall compensate Contractor the total amount of

One Million, Nine Hundred Fifty-Four Thousand Dollars (\$1,954,000), to be inclusive of any and all fees, costs, expenses and applicable taxes to be paid monthly in arrears, by Medical Facilities in accordance with the payment schedule set forth in Exhibits A-1 and B-1 attached hereto and incorporated herein by reference.

10. Paragraph 70 ENTIRE AGREEMENT, shall be added to the Agreement as follows:

"70. ENTIRE AGREEMENT: The original agreement in conjunction with this Amendment; Exhibits A-1, and B-1, attached hereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, or schedule, between the body of this Agreement and the other above referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

A. Exhibit A, A-1

B. Exhibit B, B-1

11. As of January 1, 2007, Exhibit A-1 shall be added to the Agreement.
12. As of January 1, 2007, Exhibit B-1 shall be added to the Agreement.
13. As of January 1, 2007, Exhibits A-1 and B-1 shall supersede and replace Exhibits A and B, respectively.
14. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Bruce A. Chernof, M.D.  
Director and Chief Medical Officer

USC CARE MEDICAL GROUP, INC  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)  
USC UNIVERSITY HOSPITAL, INC  
Dba USC UNIVERSITY HOSPITAL  
\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL  
Raymond G. Fortner  
County Counsel

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO CONTRACT  
ADMINISTRATION:  
Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts & Grants Division

AMENDCD#.EV  
ev:11/15/06

## EXHIBIT A-1

### DESCRIPTION OF SERVICES

#### LITHOTRIPSY SERVICES AND BILLING AND PAYMENT

1. PATIENT REFERRALS: Notwithstanding other provisions of this Agreement, referral of patients is for outpatient lithotripsy services for the removal of urinary calculi only. Services other than lithotripsy must be specifically authorized by County in accordance with Paragraph 3 hereinbelow. Unless medically contraindicated or specifically authorized by County, all patients including Medi-Cal and private insured patients shall be referred back to County for treatment of complications incident to lithotripsy, other follow-up care, continuing urologic care, or other health care. Medicare patients shall also be referred back to County for all follow-up care, and continuing urologic care, unless the care is included in the DRG billing for lithotripsy services, in which case, Contractor shall provide such care. Medicare patients shall be referred back to County for all other health care.

Referrals for any lithotripsy procedure must be initiated by the referring Medical Center. Contractor shall not perform any lithotripsy procedure unless the patient is accompanied by the appropriate referral form from Medical Center. If a repeat lithotripsy procedure is required to treat the same stone in a County-responsible patient, Contractor shall so advise referring

Medical Center. Scheduling for such repeat procedures must be made by the referring Medical Center. Contractor shall not schedule repeat procedures for County-responsible patients. Any deviation from this procedure must be approved by the Administrative Office or Department of Urology of the referring Medical Center on a case by case basis.

After a lithotripsy procedure, patients are to be retained by contractor for observation until it can be determined that the patient will not suffer an adverse reaction to the procedure.

2. BILLING AND PAYMENT: In the event that Contractor determines a County-referred patient to be an inappropriate candidate for lithotripsy, Contractor shall so notify the referring Medical Center. For each inappropriate County-responsible patient referred, County will reimburse Contractor for one outpatient brief visit at the rate permitted by the Medi-Cal Schedule of Maximum Allowance.

A. Non-County Responsible Patients: Non-County responsible patients are these defined in Paragraph 3.C of Agreement, and shall be so identified by County at the time of referral to Contractor.

Contractor shall be responsible for billing and collecting from the patient and/or his third party payer such as Medi-Cal, Medicare, or private health insurance for lithotripsy services, and any necessary follow-up care or hospitalization provided by Contractor.

B. County-Responsible Patients:

1. County-responsible patients are those for whom the County is financially responsible as defined in Paragraph 3.B in the body of this Agreement.

2. County will reimburse Contractor (USC Care) at a rate of Nine Hundred Seventy Two Dollars (\$972) for all professional fees, including those of the urologist and anesthesiologist, related to the lithotripsy.

3. County will reimburse Contractor (USC University Hospital) at a rate of One Thousand Two Hundred and Seventy Six Dollars (\$1,276) for all facility related fees. The total price shall not exceed Two Thousand Two Hundred and Forty Eight Dollars (\$2,248) related to the lithotripsy. County shall make separate payments to each Contractor for each Contractor's respective component of the total rate, which, when totaled, shall include the hospitalization fee, professional fee of physicians, and all ancillary.

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However,



any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period.

Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted." Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

4. Treatment for complications following the lithotripsy procedure are not included in the above fee.

If a subsequent lithotripsy procedure is necessary to render the patient stone-free, then the total cost for each repeat lithotripsy procedure, all professional fees, including those of the urologist and anesthesiologist shall not exceed Two Thousand Two Hundred and Forty Eight (\$2,248) Dollars.

C. Los Angeles County Community Health Plan

Subscribers And Enrollees: Contractor agrees that all claims for payment for services provided to subscribers or

enrollees of the Los Angeles County Community Health Plan shall be made directly to County, and further agrees that Contractor, its agents, trustees, or assignees will look solely to County for payment and not to the subscriber or enrollee.

D. INCOMPLETE LITHOTRIPSY PROCEDURES: County agrees to reimburse Contractor for Incomplete Lithotripsy procedures at a fifty percent (50%) reimbursement rate per procedure. For any service (i.e., inpatient days) after the Lithotripsy procedure has been rendered, facility and professional reimbursement shall be at their most current Medi-Cal rates. For any services which are unrelated to Lithotripsy procedures, facility and professional reimbursement shall be at their most current Medi-Cal rates.

3. EMERGENCY HOSPITALIZATION:

A. Notification: Contractor shall immediately notify the referring County Medical Center if a County-referred patient requires emergency hospitalization at Contractor hospital. For County-responsible patients, Contractor shall also obtain authorization from County's Medical Alert Center (MAC) at (213) 226-6697 or (213) 226-3570. Contractor shall be prepared to provide the MAC with the name of the patient, condition of patient, and the name of the patient's County physician and the County physician's telephone number.

In those cases where the MAC has authorized hospitalization and determined that transportation is medically contraindicated or when the MAC has determined that a suitable County bed is not available, the patient shall be hospitalized at Contractor hospital until such time the patient is stabilized and can be returned to the referring County hospital or other appropriate County hospital (as determined by MAC), or until the patient can be released to home, whichever occurs first.

B. Authorization Number: County-responsible patients may be hospitalized at Contractor hospital only with the consent of the MAC. Contractor shall obtain, on a daily basis, County authorization from the MAC for each day of hospitalization at Contractor hospital. An authorization number for each day of hospitalization, to be provided by the MAC, shall be included by Contractor on all hospitalization billing submitted to County.

C. Payment: Emergency hospitalization of County-responsible patients at Contractor hospital shall be reimbursed by County at an all inclusive rate of One Thousand, Six Hundred, Sixty Five Dollars (\$1,665) per diem, including all professional fees of physicians and all ancillary costs.

County shall make one payment to Contractor which shall include the hospitalization fee, professional fees of physicians, and all ancillary costs.

In no event shall County's reimbursement to Contractor exceed One Thousand, Six Hundred Sixty Five Dollars (\$1,665.00) per day.

D. Physician progress notes shall substantiate all hospitalizations.

4. CONTRACTOR'S SERVICES: Contractor shall:

A. Designate a physician who shall be the primary contact physician for services hereunder.

B. Provide lithotripsy services to County-referred patients to render the patients stone-free.

C. Provide adequate personnel who are trained and qualified to operate and maintain the required equipment, including all lithotripter(s).

D. Provide normal telephone service for the purpose of communicating with Medical Center personnel.

E. Provide the referring Medical Center with a comprehensive medical summary of services rendered to all County-referred patients. The summary shall be identified by the patient's County medical record number and sent within four working days to the referring Medical Center's Department of Urology or Administrative Office as mutually agreed upon between Contractor and referring Medical Center.

5. BILLING SUBMITTALS: Contractor's billings shall be submitted monthly in arrears and must be on Medi-Cal billing procedures. Each Contractor shall separately bill County for

their respective component of the total rate as specified in Section B-1 of this Exhibit. County shall submit separate payments to each Contractor for services rendered. Billing shall clearly identify the patient, reflect, and describe in reasonable detail the services for which a claim is made, and include Contractor's name as it appears on the first page of this Agreement.

Billing shall be made and forwarded promptly at the end of each calendar month to the appropriate Expenditure Management Office listed hereinbelow. County shall pay each Contractor in accordance with County's customary accounts payable procedures.

**Expenditure Management Offices as are follows:**

1. Expenditure Management  
Harbor-UCLA Medical Center  
1000 W. Carson Street  
Torrance, CA 90509

Attn: Accounts Payable, Building C-7

2. Expenditure Management  
High Desert Hospital  
44900 N. 60<sup>th</sup> Street, West  
Lancaster, CA 93536

Attn: Accounts Payable, Munsie Building, Rm 15

3. Expenditure Management  
King/Drew Medical Center  
12021 S. Wilmington Avenue  
Los Angeles, CA 90059

Attn: Accounts Payable Leroy Weeks Building,  
Rm. 228

4. Expenditure Management  
Los Angeles County/USC Medical Center  
1934 Hospital Place  
Los Angeles, CA 90033

Attn: Accounts Payable, Rooms 3A and 3B

5. Expenditure Management  
Olive View Medical Center  
14445 Olive View Drive  
Sylmar, CA 91342

Attn: Accounts Payable, Building 305

6. Expenditure Management  
Rancho Los Amigos Medical Center  
7601 E. Imperial Highway  
Downey, CA 90242

Attn: Accounts Payable, Building 50

EXHIBIT B-1

DESCRIPTION OF SERVICES

PERCUTANEOUS NEPHROSTOLITHOTOMY SERVICES

AND BILLING AND PAYMENT

1. PATIENT REFERRALS: Referral of patients is for outpatient percutaneous nephrostolithotomy services for the removal of urinary calculi only. Services other than percutaneous nephrostolithotomy must be specifically authorized by County in accordance with Paragraph 3 herein below. Unless medically contraindicated or specifically authorized by County, all patients including Medi-Cal and private insured patients shall be referred back to County for treatment of complications incident to percutaneous nephrostolithotomy, other follow-up care, continuing urologic care, or other health care. Medicare patients shall also be referred back to County for all follow-up care, and continuing urologic care, unless the care is included in the DRG billing for percutaneous nephrostolithotomy services, in which case, Contractor shall provide such care. Medicare patients shall be referred back to County for all other health care.

A. Referrals for any percutaneous nephrostolithotomy procedure must be initiated by the referring Medical Center. Contractor shall not perform any percutaneous nephrostolithotomy procedure unless the patient is

accompanied by the appropriate referral form from Medical Center. If a repeat percutaneous nephrostolithotomy procedure is required to treat the same stone in a County-responsible patient, Contractor shall so advise referring Medical Center. Scheduling for such repeat procedures must be made by the referring Medical Center. Contractor shall not schedule repeat procedures for County-responsible patients. Any deviation from this procedure must be approved by the Administrative Office or Department of Urology of the referring Medical Center on a case by case basis.

1) After a percutaneous procedure, patients are to be retained by Contractor for observation until it can be determined that the patient will not suffer an adverse reaction to the procedure.

2. BILLING AND PAYMENT: In the event that Contractor determines a County-referral patient to be an inappropriate candidate for percutaneous nephrostolithotomy, Contractor shall so notify the referring Medical Center. For each inappropriate County-responsible patient referred, County will reimburse Contractor for one outpatient brief visit at the rate permitted by the Medi-Cal Schedule of Maximum Allowance.

A. Non-County Responsible Patients: Non-County responsible patients are those defined in Paragraph 3.C



of Agreement, and shall be so identified by County at the time of referral to Contractor.

1) Contractor shall be responsible for billing and collecting from the patient and collecting from the patient and/or his third party payer such as Medi-Cal, Medicare, or private health insurance for percutaneous nephrostolithotomy services, and any necessary follow-up care or hospitalization provided by Contractor.

B. County-Responsible Patients:

1. County-responsible patients are those for whom the County is financially responsible as defined in Paragraph 3.B in the body of this Agreement.

2. County will reimburse Contractor (USC Care) at a rate of Two Thousand, and Ninety-One Dollars (\$2,091) for all professional fees, including those of the urologist and anesthesiologist related to the percutaneous nephrostolithotomy.

3. County will reimburse Contractor (USC University Hospital) at a rate of Two Thousand, Seven Hundred and Seventy Two Dollars (\$2,772), for all facility related fees related to the percutaneous nephrostolithotomy. The total price shall not exceed Four Thousand Eight Hundred and Sixty Three Dollars (\$4,863). County shall make separate payments to each

Contractor for each Contractor's respective component of the total rate, which, when totaled, shall include the hospitalization fee, professional fees of physicians, and all ancillary cost.

The contract (hourly, daily, monthly, etc.) amount may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no cost of living adjustments will be granted." Where the County decides to grant a cost of living adjustment (COLA) pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

4. Treatment for complications following the percutaneous nephrostolithotomy procedure are not included in the above fee.

5. If a subsequent percutaneous nephrostolithotomy procedure is necessary to render the patient stone-free, then the total cost for each repeat percutaneous nephrostolithotomy procedure, all professional fees, including those of the urologist and anesthesiologist shall not exceed Four Thousand Eight Hundred and Sixty Three (\$4,863.00) Dollars.

C. Los Angeles County Community Health Plan

Subscribers and Enrollees: Contractor agrees that all claims for payment for services provided to subscribers or enrollees of the Los Angeles County Community Health Plan shall be made directly to County, and further agrees that Contractor, its agents, trustees, or assignees will look solely to County for payment and not to the subscriber or enrollee.

D. Incomplete Lithotripsy Procedures: County agrees to reimburse Contractor for percutaneous nephrostolithotomy procedures at a fifty percent (50%) reimbursement rate per procedure. For any service (i.e., inpatient days) after the percutaneous nephrostolithotomy procedure has been rendered, facility and professional reimbursement shall be at their most current Medi-Cal rates. For any

services which are unrelated to percutaneous nephrostolithotomy procedures, facility and professional reimbursement shall be at their most current Medi-Cal rates.

3. EMERGENCY HOSPITALIZATION:

A. Notification: Contractor shall immediately notify the referring Medical Center if a County-referred patient requires emergency hospitalization at Contractor hospital. For County-responsible patients, Contractor shall also obtain authorization from County's Medical Alert Center (MAC) at (213) 226-6697 or (213) 226-3570. Contractor shall be prepared to provide the MAC with the name of the patient, condition of patient, and the name of the patient's County physician and the County physician's telephone number.

1) In those cases where the MAC has authorized hospitalization and determined that transportation is medically contraindicated or when the MAC has determined that a suitable County bed is not available, the patient shall be hospitalized at Contractor hospital until such time the patient is stabilized and can be returned to the referring County hospital or other appropriate County hospital (as determined by MAC), or until the patient can be released to home, whichever occurs first.

B. Authorization Number: County-responsible patients may be hospitalized at Contractor hospital only with the consent of the MAC. Contractor shall obtain, on a daily basis, County authorization from the MAC for each day of hospitalization at Contractor hospital. An authorization number for each day of hospitalization, to be provided by the MAC, shall be included by Contractor on all hospitalization billings submitted to County.

C. Payment: Emergency hospitalization of County-responsible patients at Contractor hospital shall be reimbursed by County at an all inclusive rate of One Thousand Six Hundred Sixty Five (\$1,665) per diem, including professional fees of physicians and all ancillary costs.

County shall make one payment to Contractor which shall include the hospitalization fee, professional fees of physicians, and all ancillary costs.

In no event shall County's reimbursement to Contractor exceed One Thousand Six Hundred Sixty Five Dollars (\$1,665) per day.

D. Physician progress notes shall substantiate all hospitalizations.

4. CONTRACTOR'S SERVICES: Contractor shall:

A. Designate a physician who shall be the primary contact physician for services hereunder.

B. Provide percutaneous nephrostolithotomy services to County-referred patients to render the patients stone-free.

C. Provide adequate personnel who are trained and qualified to operate and maintain the required equipment, including all lithotripter(s).

D. Provide normal telephone service for the purpose of communicating with Medical Center personnel.

E. Provide the referring Medical Center with a comprehensive medical summary of services rendered to all County-referred patients. The summary shall be identified by the patient's County medical record number and sent within four working days to the referring Medical Center's Department of Urology or Administrative Office as mutually agreed upon between Contractor and referring Medical Center.

5. BILLING SUBMITTALS: Contractor's billings shall be submitted monthly in arrears and must be on Medi-Cal claim forms and in accordance with Medi-Cal billing procedures. Each Contractor shall separately bill County for their respective component of the total rate as specified in Section B-1 of this Exhibit. County shall submit separate payment to each Contractor for services rendered. Billings shall clearly identify the patient, reflect, and describe in reasonable detail the services for which a claim is made, and include the

Contractor's name as it appears on the first page of this Agreement.

Billings shall be made and forwarded promptly at the end of each calendar month to the appropriate Expenditure Management Office listed below. County shall pay Contractor separately in accordance with County's customary accounts payable procedures.

**Expenditure Management Offices are as follows:**

**EXPENDITURE MANAGEMENT OFFICES**

1. Expenditure Management  
Harbor-UCLA Medical Center  
1000 West Carson Street  
Torrance, CA 90509  
  
Attn: Accounts Payable, Building C-7
2. Expenditure Management  
High Desert Hospital  
44900 North 60<sup>th</sup> Street, West  
Lancaster, CA 93536  
  
Attn: Accounts Payable, Munsie Building,  
Room 15
3. Expenditure Management  
King/Drew Medical Center  
12021 South Wilmington Avenue  
Los Angeles, CA 90059  
  
Attn: Accounts Payable, Leroy Weeks,  
Building, Room 228
4. Expenditure Management  
Los Angeles County/USC Medical Center  
1934 Hospital Place  
Los Angeles, CA 90033  
  
Attn: Accounts Payable, Rooms 3A and 3B
5. Expenditure Management  
Olive View Medical Center  
14445 Olive View Drive  
Sylmar, CA 91342

Attn: Accounts Payable, Building 305

6. Expenditure Management  
Rancho Los Amigos Medical Center  
7601 East Imperial Highway  
Downey, CA 90242

Attn: Accounts Payable Building "50"